

**AGREEMENT**

**Between**

**the**

**TOWNSHIP OF DOVER**

**and**

**FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**  
**LOCAL NO. 383**

Effective: July 1, 2005

Expires: June 30, 2007

## PREAMBLE

THIS AGREEMENT made this 16<sup>th</sup> day of February 2006, by and between the TOWNSHIP OF DOVER, in the County of Ocean, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", or "Employer" and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 383, hereinafter referred to as the "F.M.B.A.", or the "Union" represents the complete and final understanding by the parties on all bargainable issues.

## PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and maintain a harmonious relationship between the Township and the membership of the F.M.B.A. in order that an efficient and progressive service may be rendered and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

## AGENCY SHOP

Any Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new Employee who does not join within thirty (30) days of initial employment within the department and any Employee previously employed within the department who does not join within ten (10) days of re-entry into employment within the department shall, as a condition of employment, pay a representation



fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified by the Employer by the Union. The Union may review its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision.

## **ARTICLE I**

### **Recognition**

#### **Section 1**

The Township recognizes the Union as the exclusive bargaining representative for the members of this department of full-time permanent Community Service Officers (hereinafter referred to as "member", "employees" or



"CSO's"), excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

## **Section 2**

This Agreement, subject to the statutory provisions, shall govern hours, wages, fringe benefits and other conditions of employment set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the Agreement.

## **Section 3**

The individual members of this Union will have the right to review their respective personnel file at a time and place that is convenient to both the Township and said members. It is agreed that members may be given the opportunity to respond in writing to materials in their respective personnel file and such written response shall be included in the member's respective personnel file. If the parties agree that any material is improperly placed in a member's file, it shall be removed.

## **Article II**

### **Clothing Maintenance**

#### **Section 1**

The Employer agrees to furnish uniforms to those Members covered in the Union who are required to wear uniforms in their official duties for the Employer.

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Uniforms may be evaluated, reviewed and replaced at the discretion of the Township. A stipend of \$500 per annum will be provided by the Employer for uniform maintenance.

### **Article III**

#### **Compensatory Time**

##### **Section 1**

Overtime duty shall be compensated in money payment at the rate of time and one-half. In the alternative, however, an Employee may elect to receive compensatory time off at the rate of time and one-half in lieu of over time money payment.

##### **Section 2**

The Township shall not discriminate in offering overtime assignments to any Employee on account of any Employee's willingness or unwillingness to accept compensatory time off or money payment, nor shall the Township attempt to influence any employee's election to receive compensatory time off or money payment.

##### **Section 3**

Compensatory time off shall be administered, scheduled, and made available in the same fashion as vacation is administered, scheduled, and made available.

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#### Section 4

An employee shall be permitted to accumulate a total of one hundred eighty (180) hours compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the said one hundred eighty (180) hours shall be disregarded by the Township and the Employee shall be compensated in money payment for such time.

#### Section 5

Should any Employee accumulate over one hundred eighty (180) hours of compensatory time for any reason, and the Township desires to reduce this amount by either money payment or compensatory time off, any reduction shall be first discussed with the Employee and a reasonable reduction timetable shall be implemented.

### **Article IV**

#### **Death (Bereavement) Allowance**

##### Section 1

Every Employee may be granted three (3) days leave with pay upon the death of an immediate family member, within the State of New Jersey and up to a maximum of five (5) days if burial is outside of New Jersey, with the consent of the Department Head.

Immediate family shall include spouse, children, stepchildren, parents, stepparents, brothers, sisters and spouse's parents, brothers and sisters and grandparents of Employee or spouse.



## Section 2

At the Chief's discretion with due regard to staffing considerations, the Employer may allow up to two CSO's to attend funeral(s) of New Jersey EMS workers killed in the line of duty with pay and may provide the use of a department vehicle to the officers attending the funeral.

## Article V

### Grievance Procedure

A grievance is a claim by an Employee, the Union or the Employer based upon interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting an employee, group of employees or the Employer.

**Party in Interest** – A "Party in Interest" is the person or persons making the claim and any person including the Union or the Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

**Purpose** – The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting Community Service Officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

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### **Level One – Immediate Supervisor**

A Community Service Officer with a grievance shall first discuss it with his or her immediate Supervisor within fifteen (15) days, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

### **Level Two – Chief of Police/Township**

If the aggrieved person is not satisfied with the disposition of his or her grievance at **Level One**, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the Union may refer it to the Chief of Police in writing who shall confer with the Township on said grievance and respond in writing to the Union.

### **Level Three – Arbitration**

- (a) If the Union is not satisfied with the disposition of the grievance at **Level Two**, or if no decision has been rendered within fifteen (15) days after the grievance was delivered to the Chief, the Union may notify the Township of its intention to submit the grievance to arbitration.
- (b) Within twenty (20) days after such written notice of submission to arbitration, the Union and the Township shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to service. If the parties are unable to agree upon an Arbitrator or to obtain such a





commitment within the specified period, a request for a list of Arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and regulations of the Public Employment Relations Commission.

- (c) The Arbitrator's decision shall be in writing and shall be submitted to the Township and the Union and shall be final and binding on the parties.
- (d) The costs of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the Union. Any other expenses incurred shall be paid by the party incurring same. All costs shall be known prior to the selection of the Arbitrator.

### **Rights of Members to Representation**

#### **1. Member and Union**

Any aggrieved person may be represented at all stages of the Grievance Procedure by themselves, or , at their options, by representatives selected or approved by the Union. When a member is not represented by the Union, the Union shall have the right to be present and to state its view at all stages of the Grievance Procedure.



## **2. Reprisals**

No reprisals of any kind shall be taken by the Township or by any member of the Administration against any party in interest, any representative, any member of the Union, or any other participant in the Grievance Procedure by reason of such participation.

## **3. Advanced Step Filing**

Any grievance affecting either a class of members, or whose decision will have an effect on the membership of this Union shall be commenced at **Level Two**, Chief of Police-Township.

It is understood that the filing of any grievance shall be at the level of jurisdiction necessary to render the relief sought by the grievant or the Union.

## **Article VI**

### **Holidays**

#### **Section 1**

The Employer has designated the following days as holidays, which are paid days off:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
  
Christmas Day

Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Friday immediately following  
Thanksgiving Day  
Martin Luther King Jr.'s Birthday



## Section 2

Employees who do not work on the observed holiday shall receive his or her regular pay for such work provided any absence occurring on the day before and/or the day after the holiday has been excused by the Employer.

## Section 3

An employee required to work on a holiday shall be paid time and one-half (1½ ) his or her regular pay for all hours worked on the holiday in addition to holiday pay.

## Section 4

Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

## Section 5

Should the Mayor, due to snow emergency or because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Mayor, close the Township Administrative offices, thereby giving time off to personnel employed therein the employees covered by this Agreement shall receive equal time off that will not interfere with the efficient operations of the Department so concerned.

## **Article VII**

### **Hospital and Medical Insurance**

The Employer and Employee agree to defer to the provisions of the Dover Township Personnel Policy regarding Hospital and Medical Insurance.

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## **Article VIII**

### **Leave of Absence**

#### **Section 1**

A permanent Employee may be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days. The Employer will not unreasonably deny an Employee's request for such a leave of absence. This leave is subject to a renewal for reasons of personal illness, disability, military or other non-job related reasons deemed proper and approved by the Employer.

#### **Section 2**

At the expiration of such leave, the employee shall be returned to the position from which he or she is on leave with all increases granted using his/her leave for his/her job classification.

#### **Section 3**

Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained but shall not accumulate during any other leave.

#### **Section 4**

When an Employee has a break from service (as distinguished from leave of absence), neither seniority nor any benefits shall be retained nor accumulate.

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## Section 5

Employees granted a leave of absence will continue to be covered under the medical benefits program of the Township, provided the Employee makes arrangements to pay the insurance premium to the Township or the insurance carrier during such leave of absence.

## Section 6

Employees who have been granted a medical leave of absence in connection with a compensable job injury will continue to be covered under the medical benefits program of the Township.

## **Article IX**

### **Management's Rights**

#### Section I

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Township Government and its properties and facilities and CSO related activities of its Employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

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- b. To hire, promote, transfer, assign or retain Employees in positions within the Department, and in that regard to establish reasonable work rules.
- c. To suspend, demote, discharge or take any other appropriate disciplinary action against an Employee for good and just cause according to law.
- d. To layoff Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. Seniority shall prevail at all times in the order of any layoff and subsequent rehiring.

## Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and of the United States.

## Section 3

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 540A, or other applicable laws.

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## Section 4

Due to the safety-sensitive nature of the work performed by the Union and the recognition that a healthy and productive workforce, safe working conditions, free from the effects of drugs and alcohol, and the maintenance of the quality of services rendered in the Township are important to the Township, its employees, and the welfare of the general public, it is the right of the Township in the balancing the interests of the Township, its employees and the welfare of the general public to conduct testing for drugs and alcohol in the workplace. This testing shall be in accordance with the Township Ordinance and include pre-employment drug screening, as well as drug/alcohol testing on a random basis, on the basis of reasonable suspicion and after an accident, injury or incident.

### **Article X**

#### **Military Leave**

All Employees shall receive military leave in accordance with State and Federal Statutes.

### **Article XI**

#### **Miscellaneous Provisions**

The Employer and Employee agree to defer to the provisions of the Dover Township Personnel Policy regarding Employment Practices including: Fair Employment Policy, Equal Employment Opportunity, Prohibition of Sexual Harassment, Enforcement Responsibility, "Whistle Blower" Policy, Workplace Violence Policy, and General Anti-Harassment Policy.

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## Article XII

### Overtime

#### Section 1

The Employer agrees that overtime consisting of time and one-half (1 ½) time shall be paid to all Employees covered by this agreement for hours worked in excess of the normal workday.

#### Section 2

Employees shall not be paid overtime for hours of work in excess of the normal workday unless the Chief of Police or his/her designee authorizes such overtime.

#### Section 3

In the event an employee is called in to duty other than their normal assignment, he or she shall be paid overtime at one and one-half (1 ½) time for all time worked during such period but in no such case shall they be paid for less than four (4) hours irrespective of actual time worked. Overtime payment for such call-in duty, at the four (4) hour minimum irrespective of actual time worked, is not applicable to periods of time worked immediately prior to or after an employee's normal work assignment.

To allow for fair distribution of these work offerings, a running log shall be maintained, utilized for the calling of personnel for overtime. Overtime will be offered in accordance to the order of seniority.

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## **Article XIII**

### **Personal Leave Days**

#### **Section 1**

Employees are entitled to twenty-four (24) hours leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal purposes. Where possible, requests for leave shall be asked for and obtained in advance of the requested day or dates from the Employee's Department Head. Dates requested shall be subject to the approval of the Employee's Department Head, which leave shall not be unreasonably withheld. Leave days must be used within one (1) year period and shall not be cumulative from year to year.

#### **Section 2**

An Employee shall not be required to specify the personal business reason for the person day request, except in emergency situations and in situations when two or more Employees performing similar job functions within the Department apply for personal leave to be taken on the same day. In such instances, personal leave shall be granted, upon discretion of the Employee's Department Head and shall not be unreasonably withheld.

#### **Section 3**

An Employee shall earn days at the rate of eight (8) hours for each four (4) months of employment. Personal days shall be prorated in instances where an Employee retired or is terminated.

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## Section 4

An Employee who does not expect to report for work on any working day because of personal business or for any of the reasons set forth, must notify the appropriate office by telephone or the Department Head within four (4) hours prior to the beginning of his or her tour of duty.

### **Article XIV**

#### **Rules and Regulations**

The Employer may establish and enforce any just rules and regulations in connection with its operation of the various departments and maintenance of discipline. The Union shall be consulted prior to the promulgation of any new rules or regulations.

### **Article XV**

#### **Safety and Health**

The Employer shall at all times maintain safe and healthful working conditions, and shall comply with the Federal and State laws relating to safety and health.

### **Article XVI**

#### **Salaries**

Newly hired employees shall be on probation for a minimum of six (6) months.

This may be extended to twelve months (12) months.

Step 1. Hire – 12 months \$33,238 per year (\$15.98 per hour)

Step 2. 13 - 24 months \$36,738 per year (\$17.66 per hour)



Step 3. 25 – 36 months \$40,050 per year (\$19.25 per hour)

Step 4. 37 - 48 months \$45,050 per year (\$21.66 per hour)

Step 5. 49 - 60 months \$48,655 per year (\$23.40 per hour)

\*These increases do not include any cost of living raises or longevity.

\*These steps include retroactivity to January 1, 2005 for all employees who were initially hired at the inception of the Community Service Program.

## **Article XVII**

### **Sick Leave**

#### Section 1

All permanent full-time regular Employees covered by this Agreement shall be granted sick leave with pay of eight (8) hours for each month of service during the remainder of the first calendar year of service and one hundred twenty (120) hours in every calendar year thereafter. The amount of such leave taken shall accumulate from year to year. The Employer reserves the right to extend sick time.

#### Section 1(a)

Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease, and may include absence due to illness of a family member of the Employee or necessary attendance upon a family member who is ill. "Family member" shall include the spouse, children of the Employee and individuals co-habiting with the employee in a manner to a spouse.

## Section 2

An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Employer. Abuse of sick leave may be cause for disciplinary action.

## Section 3

An Employee absent on sick leave shall report his or her absence at least three (3) hours prior to the start of his or her shift except where emergent circumstances would prevent the Employee from doing so. In those instances, the Employee shall report his or her absence as promptly as possible. Employees who normally report to work at seven (7:00 a.m.) a.m. or eight (8:00 a.m.) a.m. shall report his or her absences at least one (1) hour prior to the start of his or her shift.

## Section 4

The Employer agrees to pay Employee at his or her regular rate of pay during periods of job-connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability, provided such Employee is incapable of performing his or her duties as a Community Service Officer and that such disability is established by a competent physician.

## Section 5

The Employer retains the right in its discretion to extend the period of this payment for such job-connected disability due to illness or injury beyond one (1) year.

## Section 6

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The Employer may require at any time during the period of such disability as described in Section 4 above, that the Employee be examined by a physician selected by the Employer for such purpose.

#### Section 7

In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement. In the event the parties are unable to mutually agree upon the choice of a physician, such selection shall be determined by the Ocean County Medical Society.

#### Section 8 – Sick Leave Buy-Back

The Employer and Employee agree to abide to the provisions of the Dover Township Personnel Policy regarding Sick Leave Buy-Back, including any amendments as may be made to such Policy.

#### Section 9 - Sick Leave Donations

The Employer and Employee agree to abide to the provisions of the Dover Township Personnel Policy regarding Sick Leave Donations, including any amendments as may be made to such Policy.

### **Article XIII**

#### **Vacations**

##### Section 1

Each member of the Department who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his or her regular rate of pay.



|   |                 |
|---|-----------------|
| One (1) Year but less than Five (5) Years               | Two (2) Weeks   |
| Five (5) Years but less than Ten (10) Years             | Three (3) Weeks |
| Ten (10) Years but less than Fifteen (15) Years         | Four (4) Weeks  |
| Fifteen (15) Years but less than Twenty-Five (25) Years | Five (5) Weeks  |
| Twenty-Five (25) Years and Over                         | Six (6) Weeks   |

## Section 2

Eligibility for vacation shall be computed as of the first day of the month in which hired.

## Section 3

With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of any annual anniversary date, that is, they need not be deferred until the actual anniversary date. If the anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

## Section 4

In order not to hamper proper and efficient Community Service operations, both parties agree that the scheduling of vacations must be left to the Employer, but the following conditions shall be observed in such scheduling

- (a) Selection of vacation shall be based on seniority;



- (b) No Employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed to by the parties;
- (c) Assignment of vacation periods during June, July, August or December shall be based exclusively upon seniority among the Employees; and No Employee shall be assigned more than two (2) weeks vacation during June, July, August or December unless otherwise authorized by the Chief of Police.

#### **Duration of Agreement**

This Agreement shall be in force and effect as of July 1, 2005, and shall remain in effect to and including June 30, 2007.

This Agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to June 30, 2007.

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IN WITNESS WHEREOF, the parties have, by their duty authorized  
representatives, set their hands and seals this 16<sup>th</sup> day of February, 2006.

TOWNSHIP OF DOVER

By: Paul C. Brush  
Paul C. Brush, Mayor

Attest:

J. Mark Mutter  
J. Mark Mutter, Acting Township Clerk

DOVER TOWNSHIP COMMUNITY  
SERVICE OFFICERS, FIREMEN'S  
MUTUAL BENEVOLENT  
ASSOCIATION LOCAL NO. 383

By: Sam Meyer  
President

Attest:

[Signature]  
Vice President